

SCHEDULE A COVER PAGE

Date: October 30, 2008

State of Idaho
DEPARTMENT OF LANDS
REQUEST FOR QUOTATIONS
THIS IS NOT AN ORDER

Requisition Number: 33-08

BIDS CLOSE: November 28, 2008

IMPORTANT INSTRUCTIONS:

The right is reserved to accept or reject quotations on each item separately or as a whole. Special brands, when named, are only to indicate the standard of quality desired. Bidders may bid on their equal. Offerings on other brands, if their equal, will be considered, but brands or descriptions of the equals must be plainly stated. Bidders will use this form in submitting prices.

Prices must be given in the "unit of quantity" we ask for. For example: If we ask for an item by the "piece," bid by the "piece"; if we ask for it by the "foot," bid by the "foot," etc.

IDAHO DEPARTMENT OF LANDS

To These specifications were written by: 300 N 6th St. Ste 103, Boise, ID 83702

Phone: (208) 334-0256

Destination As per project description(s) and map(s)

QUOTE ALL PRICES F.O.B. POINT OF DESTINATION

QUAN.	UNIT	ARTICLES	UNIT PRICE	AMOUNT
		Forest Planning and Management Contract No. 33-08 per attached contract terms and project description(s) and map(s). <u>Please sign and return this page with your bid.</u> Submit bid on attached bid form (Schedule A). FAXED bids will not be accepted. I carry workers' compensation insurance and will furnish a certificate of coverage._____ I do not carry workers' compensation insurance._____ In what <u>State</u> is the bidder domiciled _____. In determining " <u>domicile</u> " the following "rule of thumb" will be used: Corporation - In what state is the Corporation chartered or incorporated. Sole Proprietor or Partnership - In what state is the permanent headquarters or business located. Failure to furnish information on state of domicile may result in rejection of bid. NOTICE: See attached sheet for explanation of Idaho Department of Lands Standard Bidder Information .		

Discounts will be accepted but cannot be used to determine the lowest bid.

We have stated hereon the prices at which we will furnish and at destination named above, the articles or services as specified. Delivery will be made within _____ days from receipt of order.

Delivery requested As per project description

Firm _____

Street _____

City _____ State _____

Zip Code _____ email address _____

Phone _____ FAX _____

Signed by _____

Mail your bids to:

Idaho Department of Lands
300 N 6th St. Ste 103
Boise, Idaho 83702

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**BIDDING SCHEDULE A
FOREST PLANNING AND MANAGEMENT CONTRACT
CONTRACT NO. 33-08**

SUPERVISORY AREA	PROJECT NAME AND NUMBER	Work Type	Estimated UNITS	PRICE PER UNIT	TOTAL EXTENDED AMOUNT
Ponderosa	Mooseville Town FM # 41-124-500-08	Planning and Reconnaissance	Lump Sum	N/A	
		Sale Preparation	Lump Sum	N/A	
		*PER ITEM RATES			
		Road Layout: New Construction	2 Miles		
		Timber Marking	300 Acres		
		Sale Write-up & Appraisal	Lump Sum	N/A	
		TOTAL PROJECT BID **			

****A Qualifications Statement must accompany bid**

* PER ITEM RATES are in addition to the lump sum rates under SALE PREPARATION. The per item rates will be used for work required on **new** roads and actual acres marked. Work required for existing roads will be covered by the SALE PREPARATION lump sum bid. The estimated units listed under Per Item Rates are for bidding purposes only. Payments will be made on actual quantities.

In the case of math errors, the **PRICE PER UNIT** will be correctly extended and the corrected **TOTAL EXTENDED AMOUNT** will be the basis for bid award.

NOTE: The quantities of work to be done under this contract as set forth in Schedule A, project description, and work supplements have been estimated and may not be accurate in any or all particulars. They are only for the purpose of comparing on a uniform basis the bids offered for the work under this contract. The Contractor understands and agrees that these are estimates only and that the State shall not be responsible for any claim of profits, loss of profit or for damages because no work is ordered under certain items or because of a difference between the estimated quantities of work to be done and the actual quantities ordered by the State.

CONTRACTOR'S COMPANY NAME: _____

CONTRACTOR'S NAME: _____ PHONE NUMBER: _____

CONTRACTOR'S SIGNATURE: _____

CONTRACTOR'S EMAIL: _____ (if available)

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QUALIFICATIONS STATEMENT

Required Attachment to Schedule A Bid

Along with the bid provided in Schedule A, the contractor will provide a qualifications statement describing company and employee work experience and education in the areas listed below.

1. Excellent Knowledge of computers, electronic data recorders, GIS information systems and associated software. **(Maximum Points 20)**

Element 1: knowledge of Microsoft Office 2007 products	0-5
Element 2: knowledge of line skidding profile software (logger PC)	0-5
Element 3: knowledge of GIS/GPS principles and ArcView software	0-5
Element 4: knowledge of electronic data recorders	0-5

2. Excellent Knowledge in transportation planning, road layout and road construction appraisals along with Good knowledge in associated disciplines of soils, geology and hydrology. **(Maximum Points 20)**

Element 1: Describe education and experience in transportation planning, road layout and road construction appraisals	0-15
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Element 2: Describe education and experience in soils, geology and hydrology	0-5
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3. Excellent Knowledge in logging systems especially those normally used in the general project area. **(Maximum Points 20)**

Element 1: Describe education and experience in logging systems	0-20
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4. Excellent knowledge of forest management, forest economics, silviculture, forest mensuration, and cedar pole specifications. **(Maximum Points 25)**

Element 1: Describe education and experience in timber appraising using various logging systems	0-10
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Element 2: Describe education and experience in silviculture in Inland Northwest forests and forest mensuration.	0-15
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5. Good knowledge of Idaho rules and regulations pertaining to forest management. activities including: **(Maximum Points 5)**

Element 1: Describe education and experience in: <ul style="list-style-type: none">• Idaho Forest Practices Act• Snake River Basin Adjudication• Fire Hazard Reduction laws and rules	0-5
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6. Good Knowledge of entomology, pathology and wildlife management.
(Maximum Points 10)

Element 1: Describe education and experience in forest entomology
and pathology 0-5

Element 2: Describe education and experience in wildlife management 0-5

Total Possible Points 100

Excellent Knowledge is typically gained by:

- Skills provided by acquiring a bachelor degree in Resource Management or related field and a minimum of 5 years experience
- Ability to do the task without assistance
- Ability to be a leader/mentor in that field
- A corporate proven track record (experience) in the related field of a least 5 years

Good Knowledge is typically gained by:

- A minimum of two years experience and/or education that provides a basic understanding of the topic.
- Available resources that can provide assistance in understanding the topic

**FOREST PLANNING AND MANAGEMENT
CONTRACT NO. 33-08**

Bid Return Mailing Information

Please return bid proposals to the Directors office in Boise at the following address. Include the following information on the front of the envelope to insure timely processing of your bid.

Your Return address

SEALED PROPOSAL FOR
CONTRACT NO. 33-08
CLOSING DATE
November 28, 2008

STATE OF IDAHO
DEPARTMENT OF LANDS
300 N 6th St. Ste 103
BOISE, ID 83702

For Federal Express or Postal Express mail to:

Idaho Department of Lands,
300 N. 6th Street - Ste 103
Boise, Idaho 83702
Phone: 208-334-0200

Please note on the envelope:

“SEALED BID PROPOSAL FOR CONTRACT NO. 33-08”

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BID EVALUATION SHEET
FOREST PLANNING AND MANAGEMENT CONTRACT
CONTRACT NO. 33-08

This form will be used to evaluate the bids and qualifications statements for this project. The qualifications statements will be evaluated by Idaho Department of Lands subject matter experts.

Contractor Name: _____

TOTAL PROJECT BID

<u>Lowest Bid Received</u>	<u>Contractors Bid</u>	<u>Max Possible Points</u>	<u>Points Awarded</u>
/		65	

QUALIFICATIONS STATEMENT

1. Excellent Knowledge of Computers	20	
2. Excellent Knowledge of Road System Planning	20	
3. Excellent Knowledge of Logging Systms	20	
4. Excellent Knowledge of Forest Management	25	
5. Good Knowledge of Idaho Rules	5	
5. Good Knowledge of entomology, Pathology, Wildlife	10	
	100	0
Total Possible Points	165	
TOTAL POINTS AWARDED		0

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IDAHO DEPARTMENT OF LANDS

STANDARD BIDDER INFORMATION

ADDENDA

It will be the bidder's responsibility to check for any addenda prior to submitting a bid, proposal, or quotation. In the event it becomes necessary to revise any part of the solicitation documents, addenda will be made available. Information given to a bidder will be available to all other bidders if such information is necessary for purposes of submitting a bid or proposal or if failure to give such information would be prejudicial to uninformed bidders.

BURDEN OF PROOF

ANY VARIATIONS of brand names or deviations from the specifications MUST BE CLEARLY STATED. It shall be the responsibility and burden of the submitting vendor to furnish the State WITH ITS ORIGINAL SUBMISSION sufficient data to determine if the goods or services offered conform to the specifications.

ORAL INFORMATION

The State will not be responsible for any verbal or oral information regarding a bid.

BIDDER DISQUALIFICATION AND AWARD INFORMATION

The State reserves the right to make reasonable inquiry to determine the responsibility of a bidder or offerer. Such requests may include but not be limited to financial statements, credit ratings, statements of experience and past performance, references, etc. Successful bidders must show to the satisfaction of the Idaho Department of Lands that they have sufficient equipment and work crews to complete the work contracted by the time specified. The unreasonable failure of a bidder or offerer to promptly supply information in connection with such a bid is reason for disqualification. Except as otherwise provided by law, information furnished by the bidder or offerer pursuant to this provision may not be disclosed outside the Idaho Department of Lands without prior written consent of the bidder or offerer. Disqualification of a "lower price bid" may be pursued when a bidder's reputation, experience or references are such as to create a doubt about satisfactory job completion or if the bid prices are considerably below department estimates and the other bid prices. The Purchasing/Contracts Agent will contact the bidder and request that they disqualify themselves by withdrawing in writing. If the bidder refuses to withdraw, the Purchasing/ Contracts Agent may notify the bidder in writing that we will not offer them a contract and proceed with an award to the next responsible bidder.

PARTNERSHIPS

Contractors bidding as partners must furnish the Department the name of the partnership, names of the partners, and the partnership's Federal taxpayer I.D number. All payments will be made to the partnership.

INTERNAL REVENUE SERVICES REPORTING REQUIREMENT

IRS rules and regulations require employers to submit a miscellaneous income form (IRS form 1099) for all contractual persons who receive \$600 or more in a calendar year. Incorporated firms are exempt from this reporting requirement. The contractor's taxpayer identification number (Social Security or employer number) must be listed on the signature page of the contract.

PUBLIC RECORDS

The Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a state or local agency regardless of the physical form or character. ALL, OR MOST (there are exceptions), OF THE INFORMATION CONTAINED IN YOUR RESPONSE TO THE STATE'S SOLICITATION WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW.

WORKERS COMPENSATION INSURANCE

All persons working for the State under any contract of hire, expressed or implied, must be covered by worker's compensation insurance. (Reference Title 72, Idaho Code).

No contractor may sign an affidavit or waiver of any kind declaring himself exempt from coverage.

Any contractor who hires employees to accomplish the contracted work must provide a certificate of worker's compensation insurance.

The Department of Lands may pay worker's compensation insurance premiums on behalf of the contractor if the contractor has no employees and, except for the provisions in this contract, is not otherwise required to carry worker's compensation insurance. The contractor must indicate he does not carry worker's compensation by checking the appropriate statement on the bid form. The cost of the premium will be tallied in the bid evaluation so that a contractor paying worker's compensation premiums is not penalized. In no event will the premium be paid to the contractor.

Example: Bidder #1 bid total = \$8,000.00
Bidder does not provide worker's compensation

Bidder #2 bid total = \$9,000.00
Bidder provides worker's compensation

The following procedure will be used to evaluate the bid without worker's compensation.

(EXAMPLE – ALL RATES ARE EXAMPLES ONLY)

Bid price times applicable worker's compensation rate times current Department of Lands' percentage reduction rate added to bid price.

<u>Bidder #1</u>	<u>Worker's Class Rate</u>		<u>Reduction Rate</u>	<u>Premium Amt.</u>
\$8,000.00	x rate \$31.00 per/100	x	67.5	= \$1,674.00
			Plus bid amount	+8,000.00
			Total bid price	\$9,674.00

Bidder #2 would be the successful bidder and furnish a certificate to the Department.

PREFERENCES

Section 67-2349, Idaho Code, requires application of a preference in determining which bidder submitted the lowest responsible bid. If the bidder who submitted the lowest bid is domiciled in a state which has a preference law that penalizes Idaho domiciled bidders, then the State must apply a preference. The penalty applied to out-of-state bidders competing against Idaho bidders is determined by the penalty applied by the bidder's domiciliary state to its out-of-state bidders.

In determining domicile, the following "rule of thumb" will be used: Corporations – the state in which the corporation is chartered or incorporated; Sole proprietor or partnership – the state in which the permanent headquarters of the business is located.

A bidder domiciled outside the boundaries of the state of Idaho may be considered as an Idaho domiciled bidder provided that there exists for a period of one year preceding the date of the bid a significant Idaho economic presence as defined herein. A significant Idaho economic presence shall consist of the following: (a) That the bidder maintain in Idaho fully staffed offices, or fully staffed sales offices or divisions, or fully staffed sales outlets, or manufacturing facilities, or warehouses or other necessary related property; and (b) if a corporation, that it be registered and licensed to do business in the state of Idaho with the office of the secretary of state.

REJECTION OF BIDS AND CANCELLATION OF BID SOLICITATION

Prior to the issuance of a contract, the State shall have the right to accept or reject all or any part of a bid or proposal or any and all bids or proposals when: (i) it is in the best interests of the State of Idaho; (ii) the bid does not meet the minimum bid specifications; (iii) the bid is not the lowest responsible bid; (iv) a finding is made based upon available evidence that a bidder is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill contract requirements; or (v) the item offered

deviates to a major degree from the bid specifications, as determined by the State (minor deviations, as determined by the State, may be accepted as substantially meeting the bid requirements of the State of Idaho). Deviations will be considered major when such deviations appear to frustrate the competitive bidding process or provide a bidder an unfair advantage. Prior to the issuance of a contract, the State shall have the right to reject all bids, proposals, or quotations or to cancel a solicitation or request for quotations. Cancellation may be for reasons that include but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) property is no longer required; (iv) there is a change in requirements; (v) all bids are deemed unreasonable or sufficient funds are not available; (vi) bids were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the bid process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the state of Idaho.

BID AWARD PROCEDURES

For contracts with a total solicitation value of \$50,000 or less, the State will mail a contract award to the successful bidder(s) within five (5) working days following the bid closure date.

For contracts with a total solicitation value of more than \$50,000, the State will notify all bidders within five (5) working days following the bid closure, by mail and/or fax, of its intent to award a contract and the party(ies) to whom the contract will be awarded. After elapse of the five (5) day appeal period set forth in Idaho Code (see Administrative Appeals below), and there being no appeals received, the State will award a contract to the successful bidder(s).

Bidders to whom a contract has been awarded will have fourteen (14) calendar days from the mailing date of the award notice to return to the State a signed copy of the contract along with the required bonding and certificates of insurance. If the State does not receive such documents within the specified time period, the State may declare, at its sole discretion, that all bidder's rights to the contract are forfeited, and the State may proceed without further delay or notice to award the contract to the next low bidder.

ADMINISTRATIVE APPEALS

The law the State follows in administrative appeals is set forth at Section 67-5733, Idaho Code.

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STATE OF IDAHO
DEPARTMENT OF LANDS

FOREST PLANNING & MANAGEMENT CONTRACT
CONTRACT NO. 33-08

Revised
October 24, 2008

FOREST PLANNING & MANAGEMENT CONTRACT

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**STATE OF IDAHO
DEPARTMENT OF LANDS**

**FOREST PLANNING AND MANAGEMENT CONTRACT
CONTRACT NO. 33-08**

DIVISION A – GENERAL

1. DEFINITIONS AND TERMS

- a. Attachments: The attached project descriptions, work supplements, work agreements, exhibits, maps, and other labeled references, are a part of this contract, and any special terms therein are binding upon all parties.
- b. State or Idaho Department of Lands (IDL): Acceptable and legal references to the Idaho Department of Lands for the purposes of this contract.
- c. Contract Supervisor (CS): The designated Department of Lands representative who will provide on-the-ground administration of the contract as per attached described project work.
- d. Contractor's Representative (CR): The contractor's representative, authorized in writing to act for the contractor.
- e. Purchasing/Contracts Agent (P/CA): The Contracting Officer for the Idaho Department of Lands.
- f. Services: Includes services performed, workmanship, and materials furnished or utilized in the performance of services.
- g. Crew: May be one or more individuals performing work under this contract.

2. CONTRACT RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties that this contract does not create an employer/employee relationship. Furthermore, the State of Idaho is in no way associated or otherwise connected with the performance of any service under this contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor except where explicitly described in contract attachments. Said Contractor is an independent contractor in the performance of each and every part of this contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this contract.

3. CONTRACTOR RESPONSIBILITY

The Contractor shall be required to assume responsibility for production and delivery of all material and services included in this contract, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

4. SUBCONTRACTING

Unless otherwise allowed by the State in this contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the contract by Contractor's subcontractor or its sub-subcontractor.

5. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this contract binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this contract. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

6. INSURANCE REQUIREMENTS AND LIABILITY

Prior to the commencement of work under this contract, and until all work specified herein is completed, the Contractor shall maintain in effect all insurance as set forth below and shall comply with all limits, terms and conditions stipulated within the insurance policy(ies). Contractor shall provide the Idaho Department of Lands with a Certificate of Insurance verifying such coverage. Work under the contract shall not commence until evidence of all required insurance is provided to the State.

- a. The Contractor shall maintain and pay for any applicable workman's compensation insurance and will provide a certificate of same. If the Contractor does not have employees and is not otherwise required to carry workman's compensation insurance under the laws of the State of Idaho, the Idaho Department of Lands will furnish workman's compensation insurance for work done under this contract unless otherwise specified in the contract

- b. The Contractor shall maintain commercial general liability and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000.00 each occurrence and aggregate. Policies will provide coverage for bodily injury and property damage. The commercial general liability shall be written on standard occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal injury, and advertising injury, and liability assumed under an insured contract including the tort liability assumed in a business contract.
- c. All policies shall be endorsed to name the State of Idaho, its departments, agents, officials, and employees as additional insureds. All policies shall be written such that the insurance of the Contractor is primary and any insurance carried by the State of Idaho, its departments, agents, officials, and employees shall be excess and not contributory.
- d. The Contractor shall maintain automobile liability insurance which shall provide a minimum \$1,000,000.00 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.
- e. Any claims for damage, loss, or destruction of any item of equipment accepted under this contract that occurs while said item of equipment is being used on authorized work will be considered under applicable laws and regulations. Under no circumstances will a claim be approved for damage, loss, or destruction of said equipment due to ordinary wear and tear or to which negligence on the part of the Contractor, his agent, or employees contributed.

7. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely and absolutely responsible for the payment of those taxes.

8. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this contract unless specifically stated otherwise herein.

9. STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.

10. AFFIDAVIT OF COMPLIANCE

The Contractor, upon completion of the project work, must furnish the Idaho Department of Lands with a notarized affidavit stating that:

- a. At least the minimum Idaho wage was paid.
- b. There was compliance with all labor laws.
- c. All debts incurred as a result of this contract were paid.
- d. Any further claims against the State of Idaho under this contract are relinquished, pending payment for services rendered.

11. SAVE HARMLESS

Contractor shall indemnify and hold harmless the State of Idaho from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act.

12. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

In no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this contract. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this contract.

13. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Contract. If installation is specified in the contract, pricing shall include all charges associated with a complete installation at the location specified.

14. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this contract without the prior written consent of the State, and which consent will not be unreasonably withheld.

15. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly himself, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the state of Idaho, if made by, through or on behalf of the department in which he is an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive bids (Idaho Code Section 67-5726(1)).

16. GOVERNMENT REGULATIONS

The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho, counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract. The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.

17. SAFETY INFORMATION

- a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies.

- b. Contractor guarantees that all items provided by Contractor in performance of this contract meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies

18. USE OF THE STATE OF IDAHO NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

19. CONTRACT TERMINATION

- a. The State may terminate this contract, in whole or part, by written notice delivered to either the Contractor or his representative in any one of the following circumstances. Termination by the State for cause may result in forfeiture of Contractor's bond.
 - 1) Failure of the Contractor to perform any of the provisions of this contract.
 - 2) Failure of the Contractor to correct unsatisfactory performance or work immediately after it has been brought to his attention.
 - 3) Failure of the Contractor to make satisfactory progress in order to complete the work within the contract period.
 - 4) The State may terminate this contract at any time for the convenience of the State upon ten (10) calendar days' written notice specifying the date of termination.
- b. Upon termination, the Contractor shall:
 - 1) Promptly discontinue performing under the contract, unless the termination notice directs otherwise.
 - 2) Promptly return to the State control of the properties and any personal property provided by the State pursuant to the contract.
 - 3) Deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing duties under the contract, whether completed or in process.
- c. Upon termination, the obligations and liabilities of the parties shall cease, except that the obligations or liabilities incurred prior to the termination date shall be honored. This paragraph shall not be interpreted to place any requirement on the State to accept or make payment to the Contractor for any unsatisfactory work.
- d. If the State terminates the contract, the State may take over the work and may award another party a contract to complete the work as stated by this contract.
- e. In the event of termination, the State shall pay all sums still due Contractor through the effective date of termination in full within thirty (30) days of a written demand and receipt of all items necessary from Contractor to allow the State to make payment.

20. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the State is a government entity and this contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this contract in whole or in part (or any order placed under it) if, in its judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations and, in some instances, direct federal funding.

21. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

22. GOVERNING LAW

This contract shall be construed in accordance with, and governed by the laws of the State of Idaho.

23. ENTIRE AGREEMENT

This contract, together with all attachments, constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous discussions, representations, commitments, and all other communications, both oral and written, between the parties.

24. MODIFICATION

This contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

25. PERFORMANCE BONDS

Performance bonds in the amount of ten percent (10%) of the total contract price will be held until all project work has been satisfactorily completed to guarantee full and faithful compliance with each and every term and condition as follows:

- a. Ten percent (10%) of the total bid price in cash, by certified check, or money order made payable to the Treasurer, State of Idaho, must be submitted to the State prior to the execution of the contract by the Idaho Department of Lands. In lieu of a cash bond, bidders may submit a Certificate of Deposit or Letter of Credit in a form that is acceptable to the State. Such documents will be subject to approval by the Idaho Department of Lands prior to the execution of the contract.

- b. The ten percent (10%) bond will be refunded to the Contractor upon satisfactory completion of all contracted projects and upon receipt of an affidavit of compliance as stipulated in this contract.

26. ITEMS TO BE FURNISHED BY THE STATE

- a. The State shall furnish a Contract Supervisor who will be qualified to explain the objectives and expectations of the project, answer questions, provide clarification, and to conduct periodic field inspections. The Contract Supervisor shall be the primary IDL contact with the Contractor and shall act as the representative of IDL in all contract matters.
- b. Copies of State Administrative maps, project maps of the contract area, and one copy of aerial photographs which shall be returned once individual project work has been completed. The state will also provide copies of the Departments' GIS system information and any required IDL forms or programs needed to complete this project.

27. ITEMS TO BE FURNISHED BY THE CONTRACTOR

- a. The Contractor shall furnish all labor, office space, equipment, materials, travel expenses, staff supervision, and incidentals necessary to complete all provisions of this contract except as may be noted elsewhere in this contract. The Contractor will furnish an address and telephone number where he can be contacted within a twenty-four (24) hour period.
- b. All marking paint unless otherwise specified in the attached project description(s). All paint will be approved by the Contract Supervisor.
- c. Field Supervisor Requirements:

Only persons who are performing work under the contract may be designated as the Field Supervisor. The Field Supervisor will act as the Representative of the Contractor (Contractor Representative), and is responsible for data transfers, internal quality control, and the actions of the crew. The Field Supervisor shall be present during all phases of the field operations.

The Field Supervisor must speak intelligible English, and have sufficient experience as determined by the Idaho Department of Lands. General minimum requirements are a two-year Associate Degree in Natural Resources/Forestry. Completion of a formal training session in Timber Cruising/Variable Plot Sampling and/or more than five (5) years of timber cruising. In addition, three (3) of those years shall be cruising experience in the Western United States, preferably in the Inland Northwest. The Field Supervisor will also have completed two years experience marking timber in the Inland Northwest. The Field Supervisor will also be able to interpret maps and aerial photos and possess basic computer skills in order to collect and interpret electronic data.

- d. Crew Requirements:

Crew member(s) must have sufficient experience as determined by the Idaho Department of Lands. General requirements are 1 season marking timber and 2 seasons timber cruising experience in the Western United States, preferable in the Inland Northwest. A season constitutes at least three (3) months of full-time work. Marking and cruising timber experience within the same season is considered as one season.

- e. All persons who are performing work under the contract shall have the functionality to use tools and apply abilities necessary for variable and fixed plot timber cruising. The functional abilities and skills required include but are not limited to:
 - 1) Ability to read maps and use a hand held GPS receiver.
 - 2) Ability to use a Relaskop, compass, range finder, measuring tape and apply field techniques of the various cruising methods to be used.
 - 3) Ability to accurately record field data using an electronic field data recorder.
 - 4) Ability to correctly identify tree, shrub, forb and grass vegetation species common to the Inland Northwest.
 - 5) Ability to correctly identify forest insects and disease commonly damaging to conifers in the Inland Northwest.
- f. Other items as per the attached project description(s).

28. TRASH CLEANUP

The Contractor shall be responsible for picking up and properly disposing of all trash generated as a result of this contract at the end of each day. This includes any camps made by Contractor personnel. Cleanup shall be done to the satisfaction of the Contract Supervisor and covered by the Contractor's performance bond.

29. CAMPING ON STATE LAND

Contractor personnel may, with written approval from the Idaho Department of Lands, camp during the contract period on State land. Such camping will be at the Contractor's own risk. Any camps will be made according to conditions set forth by the Idaho Department of Lands Supervisory Area, be in compliance with State Land Board rules and regulations for fire prevention.

30. FIRE PREVENTION RESPONSIBILITIES

The Contractor will adhere to the State Land Board rules and regulations which set forth fire prevention safety precautions for woods operations. Such rules and regulations are available at any Idaho Department of Lands office. These rules and regulations will be outlined during the pre-work conference with the Contractor.

- a. The Contractor shall not build any open fires at any time of the year on the contract area without first obtaining written permission from the State.
- b. Fire spreading through the contract area which is a result of the Contractor's operation or employees' actions shall be the liability of the Contractor.

31. CONTRACT PERIOD

This contract will become effective once signed by all parties. Approximate starting and completion dates are listed in the attached project description(s). The contract will terminate upon completion and inspection of all contract requirements unless terminated earlier by the State under any of the provisions of this contract.

32. PERFORMANCE OF THE CONTRACTOR

Failure of the Contractor to commence operations as mutually agreed upon by the Contractor and the State to maintain the required production rate, to complete operations as prescribed herein, or failure to meet other terms of the contract, shall give the Idaho Department of Lands the right to cancel the contract. Such cancellation shall not affect any rights of the State of Idaho for recovery of damages from any payment for services due Contractor or from the bonds hereinbefore provided for in any action at law or in equity.

33. INSPECTIONS AND PAYMENT

Inspection reports will be furnished to the Contractor by the Contract Supervisor so that any deficiencies may be corrected as contract work progresses.

Payment schedules are specified in each attached project description. Payment to be made at the rate(s) set forth in Schedule A attached hereto.

34. CONTRACT ADMINISTRATION

- a. The Contract Supervisor will administer the contract as required in all specifications.
- b. Disputes between the Contract Supervisor and the Contractor will be resolved by the State.
- c. The Contract Supervisor has the following authority in addition to that delegated in other portions of the contract:
 - 1) Decide questions of fact arising in regard to quality and acceptability of equipment to be used, materials furnished, and all work performed.
 - 2) Make recommendations for payment.

35. PAYMENT AND COMPLIANCE

- a. The minimum acceptable standard for satisfactory work is ninety percent (90%) for each unit, with the exception of traverses. If the percentage falls below ninety percent (90%), the State will inform the Contractor in writing.
- b. If work on a unit or part thereof fails to meet contract specifications, payment will be withheld on the unsatisfactory unit(s). The Contractor shall, at no additional expense to the State, re-work unsatisfactory units or parts thereof. In the event the contract is terminated for unsatisfactory performance, payment will be made as set forth in this contract for work satisfactorily completed.
- c. If the original inspection results are unacceptable to the Contractor on either a completed or partially completed unit, one re-inspection of the inspection plots may be requested in writing. The Contract Supervisor and Contractor Representative shall together revisit the inspection plots to determine the accuracy of the inspected plots. The results of the second inspection will be used in determining payment. If the second inspection results fall below the acceptable limit, the Contractor shall pay the cost of the re-inspection.

DIVISION B -- TECHNICAL SPECIFICATIONS

Unless stated otherwise, all procedures and standards shall conform to those commonly used in the forestry profession, policies and procedures of the Idaho Department of Lands, the Idaho Forest Practices Act (FPA), terms as defined by the Society of American Foresters (SAF), and as directed by the State.

1. TRANSPORTATION PLANNING/PREPARATION/WRITE-UP

The Contractor will be required to prepare and implement a transportation plan as described in the attached work supplements and/or project description(s) as approved by the Contract Supervisor.

2. LOCATION AND ACREAGE DETERMINATION

The forest land management area is defined as per the attached project description(s). Acreage shall be measured on the horizontal plane using GPS or other methods as agreed to by the Contract Supervisor.

3. TRAVERSING

The traverse for each unit shall be a closed traverse. Deviation of more than ten feet (10') from the cutting unit boundary shall not be made unless prior written approval is granted to the contractor by the Contract Supervisor.

a. PROCEDURES AND STANDARDS USING GLOBAL POSITIONING SYSTEM

- 1) Sale/unit boundaries shall be traversed utilizing a GPS receiver for establishing ground locations, and a field data logger to accumulate position information of boundary locations.
- 2) Where terrain and/or canopy conditions make it impossible to obtain ground location data by GPS methods, conventional ground-based surveying system shall be used to fill the gaps in sale/unit boundary locations. All non-GPS traverses must be tied to GPS positions. The use of conventional survey methods in conjunction with GPS methods must be approved in advance by the Contract Supervisor.
- 3) The Contractor shall use a unit numbering system agreed upon by the Contract Supervisor. Positional fix files shall include the unit numbers/letters as the file name.
- 4) The Contractor will prepare a positional fix file, defining the location of all sale/unit boundaries. This mapping process will include traversing the boundaries while a GPS receiver/data logger records three-dimensional fixes. To obtain accurate sale/unit boundary locations, a maximum positional fix spacing of approximately fifteen feet (15') is desired (3 MPH with one fix per 3 seconds). Greater fix spacing (a faster traverse speed) is acceptable for sale/unit boundaries that are located adjacent to roads and/or skid trails.
- 5) Location coordinates shall be provided to the State (Contract Supervisor) in UTM (Universal Transverse Mercator) Zone 11 or 12 coordinates and reported in degrees, minutes, seconds, and decimal of seconds. Coordinates shall be based on NAD 27 or IDTM NAD 83.

- 6) All GIS coverage developed by the contractor will be Federal Geographic Data Committee compliant, including metadata containing the data development history.
- 7) All GIS data sets generated by the Contractor will meet National Map Accuracy Standards (NMAS) for 1:24000 scale (+/- 40 feet).
<http://rockyweb.cr.usgs.gov/nmpstds/nmas.html>.
- 8) For each unit traversed, the Contractor shall prepare and submit to the Contract Supervisor one digital file in the ARCVIEW SHAPE FILE format which is complete, correct, properly formatted, and which can be downloaded directly onto the Idaho Department of Lands GIS system. This file shall be supplied after the completion of each unit boundary to verify downloading capabilities, and at the end of all traverse work. A complete file will be provided at the end of the project on CD(s) containing all information regarding post-processed information regarding traverse location information and other GPS data required in the Project Description

b. INSPECTION AND ACCEPTANCE

The error of closure shall not exceed one foot (1') in eighty feet (80') horizontal traverse distance. GPS data will be accepted upon successful downloading into IDL's Arcview database.

4. TIMBER SALE/UNIT BOUNDARY MARKING

a. PROCEDURES AND STANDARDS

Timber sale/unit boundaries shall be marked/identified as described the attached project description, work supplements and/or in the management plan created by the Contractor.

b. INSPECTION AND ACCEPTANCE

Random spot checking will be conducted to ensure contract compliance and accuracy of field work performed.

5. TIMBER/CEDAR POLE MARKING REQUIREMENTS

a. PROCEDURES AND STANDARDS

- 1) Trees/cedar poles shall be marked as per the work supplement attached to each project description or as agreed upon in the management plan created by the Contractor. Cedar poles will be marked in accordance with current ANSI specifications and dimensions for wood utility poles.
- 2) Trees/cedar poles shall be marked with a solid band of paint at least one inch (1") in width and at least four and one-half feet (4.5') above the average ground level. The paint band shall encompass at least seventy-five percent (75%) of the tree circumference and be clearly visible from uphill and downhill. In addition, a vertical band of paint shall be applied at the base and on the downhill side of each reserved tree. This vertical band shall be a minimum of two inches (2") in width and two feet (2') in length and shall start at the ground line and proceed upward. All paint marks shall be placed directly on bark where there is no overgrowth of vegetation.

b. MARKING CORRECTIONS

Where it is necessary for the Contractor to make changes in trees originally marked, the Contractor shall obliterate any marking with black paint (Nelson "Aero-Spot" or equivalent).

c. MARKING BEARING TREES AND WILDLIFE TREES

- 1) Bearing trees referencing legal property corners shall be reserved.
- 2) Wildlife trees shall be reserved, as directed by the Contract Supervisor.

d. WEATHER CONDITIONS

No marking will be allowed when snow or other conditions do not allow paint to adhere to the tree and/or interfere with proper placement of the bole and stump marks.

e. INSPECTION AND ACCEPTANCE

- 1) Acceptance of marking will be based on a series of inspection plots. The type and number of inspection plots to determine contract compliance is outlined in the attached project description. At each inspection plot, the Contract Supervisor will determine the following:

Sawlog Marking

Total number of trees by species
Number of trees to be left or cut
Trees actually marked
Excess number of trees left
Insufficient number of trees left

Pole Marking

Optimum number of poles,
No .of poles actually marked
Number of mismarked poles
Number of missed poles

Proper application of tree marking paint
Proper selection of marked trees

Correct designation of wildlife and bearing trees

- 2) An error table (EXHIBIT B) will be used to determine the percentage of satisfactory work. The total weighted errors divided by the total number of optimum leave trees within the plots equals the percent of unsatisfactory work. One hundred percent (100%) minus the percent of unsatisfactory work equals the percent satisfactory work.

* Percent Satisfactory =

$$\frac{\text{Total Weighted Errors}}{\text{Optimum Number of Leave Trees}} \times 100 = \% \text{ unsatisfactory}$$

$$100\% - \% \text{ unsatisfactory} = \% \text{ satisfactory}$$

* All percentage reductions will be rounded to the nearest whole percent.

6. TIMBER CRUISING

a. PROCEDURES AND STANDARDS

1) Cruise Design and Layout:

The Contractor shall develop the cruise design, determine the BAF, number of plots needed and plot layout. Cruise design must be approved by the Contract Supervisor before cruising begins. The State maintains the right to make reasonable modifications of the cruise design.

2) Cruise Lines:

- (a) The cruise line azimuths, distances between cruise lines and plots, and starting points of cruise lines shall be recorded in the cruise notes.
- (b) Starting points for each cruise line shall be flagged on the ground. The cruise line number, direction, date, and cruisers initials shall be marked on this flagging with permanent waterproof black ink.

3) Plot Establishment and Recording Data:

- (a) The plot center shall be marked as specified in the attached project description. If not specified, then the minimum is with a one-inch (1") diameter by two-foot (2') long stake or branch. Plot center is where the stake enters the ground.
- (b) Each plot number, line number, and direction of travel shall be recorded on the cruise notes, even if no trees exist in a plot.
- (c) The determination of defect in measured trees shall be as specified in the project description.
- (d) Flagging will be hung at the road edge whenever a cruise line crosses a road. The flagging will be marked to indicate direction of travel, distance to next plot, and plot number.

4) Measurement:

- (a) All cruise information will be recorded electronically as approved by the Contract Supervisor. The electronic data must be compatible with the Idaho Department of lands cruise program.
- (b) All cruise information will be recorded correctly. The Contractor will be required to re-cruise plots where recorded information is missing as determined by the Contract Supervisor.

b. INSPECTION AND ACCEPTANCE

- 1) Satisfactory establishment and measurement of cruise plots including the recording of cruise line and cruise plot will be determined. The Contract Supervisor will visit a subset of plots done by each cruiser, conduct the measurements and compare his/her results with the data originally recorded. In general, the two sets of measurements on any given plot should agree within the tolerances set forth in Table 1.

Table 1. Check cruise tolerances for plot by plot comparisons.

Measurement	Measure Plot Tolerance (+/-)	Basal Area Plot Tolerance (+/-)
Number of tally trees on plot	0	0
Tree species	0	0
Cut or Leave	0	0
DBH	0.5 inches for measured trees;	N/A
Total tree height	10%	NA
Upper Stem height	10%	NA
Upper Stem Diameter	0.5 inches for measured trees;	NA
Defect and Breakage by Log	10%	NA
Other Products Tallied	0	N/A
Tree age at breast height	1 year on trees < 20 years old; 2 years on trees 20 to 39; 3 years 40 to 60.	1 year on trees < 20 years old; 2 years on trees 20 to 39; 3 years 40 to 60.

- 2) Satisfactory marking and flagging of cruise lines and cruise plots as specified in the project description.
- 3) A cruise plot will be considered satisfactory if the net volume per plot as measured by the Contractor and net volume per plot, as measured by the State, are within ten percent ($\pm 10\%$) as determined by the Idaho Department of Lands timber cruising computer program. If ten percent (10%) or more sample plots per unit prove to be unsatisfactory, the unit shall be recruised by the Contractor.

7. CRUISE REPORT

The Contractor will be required to submit the following to the Contract Supervisor:

- 1) Maps of each unit cruised showing cruise lines and plot locations if different than the maps required in the cruise plan.
- 2) Electronic copies of all cruise data (these will be sent to the Contract Supervisor weekly).

8. DOCUMENT PREPARATION AND ACCEPTANCE

- a. All documents prepared by the Contractor, as required by the attached work supplements and/or project description(s), will be completed according to the procedures outlined in the Forest Management and Timber Management procedures manuals of the Department of Lands.
- b. All spelling, punctuation, grammar, and math calculations will be correct, as determined by the Contract Supervisor.
- c. All legal descriptions, terminology, and scientific names shall conform to those commonly used in the forestry profession, the Idaho Department of Lands FM and TM Procedures Manuals, and as otherwise directed by the Contract Supervisor.

- d. All conclusions reached shall be consistent with known science and commonly accepted within the forestry profession, as determined by the Contract Supervisor.

9. INTELLECTUAL PROPERTY

Any techniques, programs, and/or methodologies employed or developed by the Contractor and/or Contractor's agents to provide the deliverables under this contract shall remain the property of the Contractor and/or the Contractor's agents. To the extent the Contractor and/or the Contractor's agents have legal authorization to do so, the Contractor and/or the Contractor's agents grant the Idaho Department of Lands the restricted right to utilize any such methods or techniques royalty-free and with unrestricted use and application. All deliverables, documents, maps and stand data will remain the property of the Department of Lands and can only be shared after a written public records request.

IN WITNESS WHEREOF the parties have caused this contract to be executed effective this

_____ day of _____, 20__

STATE OF IDAHO
DEPARTMENT OF LANDS

CONTRACTOR

By _____

By _____

Taxpayer ID# (TIN)

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EXHIBIT "B" **MARKING INSPECTION REPORT** **E X A M P L E**

Suprv Area _____
Inspector _____
Contractor _____
Contract Name _____
Contract No. _____

Prescription
Type _____
Unit No. _____
Acres _____
Plot Size _____
Date _____

Shelterwood

1

100

Variable - 20 BAF

Line and Plot Number	Total Number of Leave Trees on Plot	Optimum No. of Trees to Leave	Excess # of Leave Trees	Insufficient # of Leave Trees	Poor Choice of Leave Trees	Error in Paint Application	Bearing Trees Not Left	Wildlife Trees Not Left
1	3	4		1				
2	4	4			1			
3	4	4						
4	4	4						
5	4	4						
6	4	4						
7	4	4						
8	5	4	1					
9	4	4						
10	4	4						
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
Total Number	40		1	1	1	0	0	0
Of Errors X Error Weight			1/2	3/4	3/4	1/4	1.00	1/4
Total Error Wgt			1/2	3/4	3/4	0	0	0

Total Weighted Errors	2.00	X	100	=	5.00%	Unsatisfactory Work
Optimum # Leave Trees	40					

100%	-	5.00%	=	95.00%	Satisfactory work
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* Optimum number of trees to be left is based on the number of trees that fit the unit silvicultural precription guidelines as described in the project description.

EXHIBIT "B"

TOLERANCE AND ERROR TABLE

Inspection Item	Prescription Type / Error Weighting		
	Cedar Poles Seed Trees	Shelterwood	Commercial Thin Selective Cut
1. Excess number of trees left (trees that should not have reserved)	1/2	1/2	1/2
2. Insufficient number of trees left (trees that should have been reserved)	1	3/4	3/4
3. Poor choice of leave tree	1	3/4	3/4
4. Error in paint application	1/4	1/4	1/4
5. Bearing trees not left according to contract specifications	1	1	1
6. Wildlife trees not reserved according to contract specifications	1/4	1/4	1/4

EXHIBIT "C"

IDAHO DEPARTMENT OF LANDS

CEDAR POLE SPECIFICATIONS

November 1998

The following manufacturing and grading specifications and dimensions for cedar poles are primarily in accordance with or adopted from standards established by the American National Standards Institute, Inc.

The table containing over-bark measurements for western redcedar poles was compiled and adopted as a guideline from a study by the Idaho State Board of Scaling Practices.

Classification

The true circumference class shall be determined as follows:

Measure the circumference at 6 feet from the butt end. This dimension will determine the true class of the pole provided its top (measured at the minimum length point) is large enough. Otherwise the circumference at the top will determine the true class, provided that the circumference at 6 feet from the butt does not exceed the specified minimum by more than 7 inches or 20%, whichever is greater.

Permitted Defects

Firm Red Heart Rot. Firm red heart rot not accompanied by softening or other disintegration (decay) of the wood is permitted.

Defective Butts and Tops. Hollowing in the butt caused by "splinter pulling" in felling the tree is permitted, provided that the area of such a hollow is less than 10% of the butt area. Hollow heart is permitted in cedar poles provided that the area of the hollow does not exceed 10% of the butt area, and that the depth of the hollow does not exceed 2 feet, measured from the butt surface.

Decay is also permitted in the butt of cedar poles provided that the aggregate area of decay and hollow heart does not exceed 10% of the entire butt surface and does not occur closer than 2 inches to the side surface. No decay is permitted in the top of western redcedar poles.

Insect Damage. Insect damage, consisting of holes 1/16 inch or less in diameter or surface scoring or channeling is permitted. All other forms of insect damage are prohibited, except those associated with hollow heart in cedar poles.

Knots. The diameter of any single knot and the sum of knot diameters in any 1 foot section shall not exceed the limits of Table 1.

Knots containing soft or loose fibers (decay) which are not associated with heart rot are accepted. Knots shall be trimmed smooth.

Dead Streaks. A single, sound dead streak is permitted in western redcedar, provided the greatest width of the streak is less than 1/4 of the circumference of the pole at the point of measurement. A sound cat face is accepted if not over 2 inches deep, if the diameter is 10 inches or less, or 1/5 the pole diameter at the location of the scar, if the diameter is more than 10 inches, and not located within 2 feet of the groundline.

EXHIBIT "C"

TABLE 1
LIMITS OF KNOT SIZES

Length of Pole	Maximum Sizes Permitted		
	Diameter of any Single Knot (Inches)	Sum of Diameters of All Knots Greater Than 0.5 Inch in Any 1-Foot Section (Inches)	
	Classes	Classes	Classes
	H6 to 3	4 to 10	H6 to 10
45 feet and shorter			
Lower half of length	3	2	8*
Upper half of length	5	4	
50 feet and longer			
Lower half of length	4	4	10**
Upper half of length	6	6	

* 1/3 of the average circumference of the same 1-foot section or 8 inches, whichever is greater, but not to exceed 12 inches (both upper and lower halves).

** 1/3 of the average circumference of the same 1-foot section or 10 inches, whichever is greater, but not to exceed 14 inches (both upper and lower halves)

Shape. Poles shall be free from short crooks. A pole may have sweep subject to the following limitations:

- (1) Where sweep is in one plane and one direction only.
 - (a) For poles 50 feet and shorter, a straight line joining the surface of the pole at the groundline and the edge of the pole at the top, in 90% or more of an inspection lot, shall not be distant from the surface of the pole at any point by more than 1 inch for each 10 feet of length between these points. In the remainder of the inspection lot (10%), the pole may have as deviation of 1 inch for each 6 feet of length when measured as above.
 - (b) Poles 55 feet and longer shall meet the 1 inch in 10 feet requirement in 75% or more of an inspection lot. In the remainder of the inspection lot (25%), the poles may have a deviation of 1 inch for each 6 feet of length when measured as below (See Figure 1, Diagram 1).
- (2) Where sweep is in two planes (double sweep) or in two directions in one plane (reverse sweep), a straight line connecting the midpoint at the groundline with the midpoint at the top shall not at any intermediate point pass through the surface of the pole (See Figure 1, Diagram 2).

Poles shall be produced from live green trees and manufactured to the longest possible length according to the over-bark measurement, unless agreed otherwise by contract (refer to Table 2). These are minimum measurements taken at 6 feet from the butt end and may be exceeded by 7 inches in circumference or 20% whichever is greater. Excessive swell, flare, or churned butts shall be cut back.

Barkie poles should be cut 12 to 24 inches over-length to allow for end damage from hooks, tongs, fork lift, or dozer blades or tracks, etc. Mechanical and worm damage is a purchaser/producer problem and is not subject to an adjustment for defect.

EXHIBIT "C"

TABLE 2
MANUFACTURING SPECIFICATIONS FOR
WESTERN REDCEDAR POLES (BARKIES)

(Over Bark Measurements)							
Class	1	2	3	4	5	6	7
Minimum Circumference at Top (Inches)	31"	29"	27"	24"	22"	21"	18"
Length of Pole (feet)	Minimum circumference 6 feet from butt (Inches)						
20 ^{***}	39	37	35	32	30	27	25
25 ^{***}	43	40	37	33	31	28	27
30 ^{***}	46	43	40	37	34	32	30
35 ^{***}	48	46	42	40	37	35	32*
40'	51	48	46	42	39		
45'	54	50	47	44	42*		
50'	56	53	49	46*			
55'	58	55	52	48*			
60'	62	58	54	50*			
65'	65	62	58	55*			
70'	67	65	62*	57*			
75	71	68	65*				
80'	73	70	67*				
85'	74	72	69*				
90'	76	73	71*				
95'	80	75					
100'	82	79					

* May be cut back 5 feet at purchaser option to produce a heavier pole.

** May be taken as poles or sawlogs at purchaser option.

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IDAHO DEPARTMENT OF LANDS
FOREST PLANNING AND MANAGEMENT

PROJECT DESCRIPTION
CONTRACT NO. 33-08

SUPERVISORY AREA: Ponderosa

PROJECT NAME: Mooseville Town

PROJECT NUMBER: 41-124-500-08

PROJECT LOCATION:

This project is located near Bovill, ID and is divided into 2 units. The Bovill unit is approximately ½ mile east of town in the East Fork of the Potlatch River Drainage (sections 29, 30, 31 & 32 T41N, R1E). The Moose Creek unit is approximately 2 miles NW of Bovill in the Moose Creek Drainage (sections 22, 23, 25, 26 & 27 T41N, R1W). Locations of each of these units are shown on the attached maps.

AREA HISTORY:

The Bovill area was logged extensively by Potlatch Corporation during the early 1900's due to an abundance of white pine and easy railroad access. Old skid trails exist throughout the sale area as evidence of this. Remains of burned stumps across the area indicate that fire burned intensely through the forest around 1930. During the 1970's, clay mining was big in the Moose Creek Drainage. Remnants of these surface mines exist throughout the area. Also in the 1970's, Moose Creek was dammed to form the popular recreation site Moose Creek Reservoir. In recent years, only minor direct sales have taken place.

TREATMENT TYPE:

Prepare a timber sale to Idaho Department of Lands standard to provide at least 8.5 MMBF for the 2010 sales plan and develop a transportation system for the entire project area. Work supplements listed below and attached as part of this description will be completed under this project.

Sale Area Planning and Reconnaissance

Sale Preparation

Sale Write-up and Appraisal

CONTRACT PERIOD

Starting date: Once contract documents are signed and a prework meeting has been held

Ending date: January 31st, 2010

INSPECTION AND COMPLIANCE

Inspection methods and work standards are defined in the attached work supplement(s) and in the master contract.

CONTRACT PAYMENT:

Payment will be made for work satisfactorily completed according to the schedule and rates established in the attached Schedule A. Payments will be made upon satisfactorily completing each payment unit noted below:

Payment Unit

1. Sale Area Planning and Reconnaissance:
Payment made following an approved (signed) Management and Transportation Plan
2. Sale Preparation
Payment made following on the ground preparation (field work) described in the management and transportation plans. (marking, cruising, traversing, boundary, road layout)
3. Sale Write-up and Appraisal

FURTHER INFORMATION

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IDAHO DEPARTMENT OF LANDS
FOREST PLANNING AND MANAGEMENT
CONTRACT NO. 33-08

WORK SUPPLEMENT
SALE AREA PLANNING AND RECONNAISSANCE

Project Name: Mooseville Town

Project Number: 41-124-500-08

Contractor will reconnoiter the project area and provide a detailed Management Plan with appropriate map(s). An outline of the Management Plan is attached to this work supplement. The Management Plan will be based on the following overall management goals and objectives:

- Provide at least 8.5 MMBF of timber for the FY 2010 sales plan while ensuring the long term maximum return to the project area endowments.
- Use silvicultural prescriptions that favor seral and high value species regeneration. The species preference list is WL, CE, WP, DF, PP, LP, GF, WH, ES, AF
- Long term management planning horizons that use a 60 to 70 year rotation
- Clearcut only where it makes silvicultural and economic sense. In general, clearcutting will be used in stands that lack adequate seral seed trees or in areas that are highly productive with good access and minimal visual concerns. Clearcutting units greater than 100 acres will require approval by the Contract Supervisor.
- Provide a transportation system plan that allows for long term access to the project area while meeting all water quality statutes, rules and policies. Economics of access costs and harvesting method cost will be considered. This economic assessment will be part of the transportation plan.
- Minimize the miles of road needed to provide access to the entire project area and adjoining IDL ownership. Access should allow for ongoing forest management activities. Harvesting methods generally need to fit the land being managed.
- All harvesting and road building activities will conform to FPA rules and the riparian and road management terms of the Snake River Basin Adjudication agreement.
- Adhere to all rules, regulations, policies and procedures of the Idaho Department of Lands
- Participate in any meetings or correspondence with the public or other agencies about the proposed timber sale and the management area.

Deliverables:

1. Sale Area Management Plan
 - a. Maps showing sale and unit boundaries
 - b. Management Plan (see attachment)
2. Road access/transportation/logging plan:
 - a. Map showing proposed and existing road access to the project area
 - b. Harvest plan showing proposed logging systems. Include profile information confirming feasibility of proposed harvest systems.

STATE OF IDAHO
DEPARTMENT OF LANDS

FOREST PLANNING & MANAGEMENT CONTRACT
CONTRACT NO. 33-08

MANAGEMENT PLAN OUTLINE

Sale Name

MANAGEMENT PLAN

Cruise Number

FM Project Number

I. GENERAL INFORMATION

- A. Legal Description
Detailed legal of actual sale area. For Example:

<u>Subdivision</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>Acres</u>
<i>Pts. W2S2SWSWSW</i>	<i>28</i>	<i>77N</i>	<i>19E</i>	<i>1</i>
<i>Pts. E2E2</i>	<i>32</i>	<i>77N</i>	<i>19E</i>	<i>99</i>
<i>Pts. NW</i>	<i>33</i>	<i>77N</i>	<i>19E</i>	<i>71</i>
<i>Pts. SW</i>	<i>33</i>	<i>77N</i>	<i>19E</i>	<i>150</i>
<i>Pts. SE</i>	<i>33</i>	<i>77N</i>	<i>19E</i>	<i>129</i>
				<i>450</i>

- B. Historical
Describe if there has been previous logging on the sale area. Also describe any forest improvement projects that were completed in the sale area.

- C. Planned Treatment Summary:
Complete the following table. For Example

UNIT	SILVICULTURAL PRESCRIPTION	ACRES	EST. MBF REMOVED	RESIDUAL GREEN TREES PER ACRE	RESIDUAL SNAGS PER ACRE
<i>1</i>	<i>Seed tree/shelterwood</i>	<i>111</i>	<i>3000</i>	<i>36</i>	<i>1-2</i>
<i>2 & 3</i>	<i>Seed tree/shelterwood</i>	<i>241</i>	<i>2000</i>	<i>29</i>	<i>2</i>
<i>4</i>	<i>Salvage (selection)</i>	<i>70</i>	<i>1500</i>	<i>4</i>	<i>Unknown</i>
<i>5</i>	<i>Clearcut</i>	<i>28</i>	<i>1000</i>	<i>4</i>	<i>1-2</i>
	<i>Totals</i>	<i>450</i>	<i>7000</i>		

II. CURRENT CONDITIONS

- A. Drainages:

Class I Stream Present: *Name any class I streams within the sale area or along the boundary. If class I not present say "none present". Use class I tributary of the next named stream if the stream has no name.*

Class II Streams Present: *Mention any class II streams within the sale boundary or along the boundary.*

- B. Aspect: *List predominate aspect(s).*

- C. Slope: Range _____ Average _____

D. Soil characteristics:

- 1) Soil Type:
- 2) Erosion Hazard Potential:
- 3) General Productivity:

E. Elevation _____range_____ feet.

F. Habitat Type(s):

G. Existing Pathological Concerns:

H. Existing Entomological Concerns:

I. Preliminary Stand Structure: (data from precruise and walk through)
Complete the following table. For Example

<u>UNIT</u>	<u>*TYPE</u>	<u>SPECIES COMPOSITION (PERCENT)</u>	<u>AGE RANGE (AVERAGE)</u>	<u>GROWTH RATE RANGE (AVERAGE)</u>	<u>ACRES</u>	<u>TOTAL MBF/AC. (TPA)</u>
1	23	Vol- DF(58);PP(30);WL(9);CE(2);GF(1) TPA-DF(74);PP(15);WL(8);GF(2); CE(1) (Avg.DBH-12.9;Avg. Ht.-78;BA-136)	70-135 (94)	.3-.9 (0.6)	111	17.7 (136)
2 & 3	22	Vol- DF(63);WL(9);CE(9);PP(8);GF(6); WH(4);LP(1) TPA-DF(62);CE(15);WL(9);GF(5); WH(5)PP(2);LP(2) (Avg. DBH-11.7;Avg. Ht.-72;BA-98)	53-125 (95)	.6-1.5 (0.7)	241	11.0 (118)
4	21	Vol-DF(86);GF(6);CE(6);WP(2) (Avg. DBH-12.0;Avg Ht.-68;BA-16)	53-125 (95)	.3-.9 (0.6)	70	2.1 (18)
5	21	Vol-LPP(80);WP(8);GF(4); (Avg. DBH-11.0;Avg. Ht.70;BA-36)	53-125 (95)	.3-.4 (0.4)	28	4.0 (42)

III. MANAGEMENT PLAN

A. Proposed Transportation Plan

- 1) Miles of New Construction:
- 2) Miles of Reconstruction:
- 3) Miles to be Opened:
- 4) Easement and Right-of-way needs:

5) Road Access/Transportation/Logging plan:

Attach as an appendix or attachment. Include map, and harvest plan showing logging systems. Line skidding areas will be confirmed using profiles

B. Silvicultural and Harvest Plan

1. Anticipated Stand Composition

Complete the following table. Example listed below

<u>UNIT</u>	<u>TYPE*</u>	<u>Silvicultural Prescription</u>	<u>Target (TPA)</u>	<u>Target (BA)</u>	<u>Harvest Method</u> Choose an item.	<u>Marking Type</u> Choose an item.	<u>Paint Color</u> Choose an item.	<u>Cedar Poles Present**</u> Choose an item.
1	21	Seed Tree	36		Helicopter	Reserve	Orange	No
2&3	21	Seed Tree	29					
4	50	Overstory Removal	300					
5	60	Clearcut	4					

*Type: State of Idaho timber types from Area inventory

** Poles: See State of Idaho cedar pole policy.

2. Unit Treatment Objectives:

Description of the silvicultural goals by unit that should include the following if appropriate: (attachments for some items may be appropriate such as cruise design/plan, marking plan,)

Silvicultural prescription

Marking plan

Prescriptive harvest plan

Cruise design/plan (include cruise map)

Clearcut justifications

Planned harvesting methods (line, tractor, shovel, helicopter, cut to length)

Line skidding profiles should be attached

Specific harvesting requirements (harvest schedule,

If cedar poles are present, describe how they will be managed.

3. Hazard Management and Site Preparation:

Describe the slash hazard reduction plan needed to meet the Slash reduction rules along with site preparation work planned in conjunction with hazard reduction.

4. Forest Practices Act and/or Snake River Basin Adjudication Agreement
Describe any FPA or SRBA requirements. Description should include the following if appropriate

Stream buffer zones and the method of designating them
Planned Special cruising needs to meet SRBA requirements
Site Specific BMP plan
List work needed to meet the FPA or SRBA
List planned culvert upgrades to meet fish passage

IV. POTENTIAL IMPACTS AND IMPACT MITIGATION PLAN

- A. Aesthetics
Describe potential visual impacts (negative and positive) if any and describe planned mitigation measures
- B. Affected Interests
Describe potential impacts (negative and positive) to local residents, businesses, improvements, and users of the sale area, if any. Describe planned mitigation measures.
- C. Air Quality
Describe potential impacts (negative and positive) to local residents and general air quality, if any. Describe mitigation measures.
- D. Cultural Resources
Describe potential impacts (negative and positive) to cultural sites and resources in the sale area, if any. Describe mitigation measures.
- E. Leases
Describe potential impacts (negative and positive) to existing leases on the sale area, if any. List existing leases and describe mitigation measures.
- F. Roads and Traffic Patterns
Describe potential impacts (negative and positive) to local traffic. Describe mitigation measures.
- G. Site Productivity
Describe potential impacts (negative and positive) to site productivity. Describe mitigation measures.
- H. Wildlife and Fisheries:
Describe potential impacts (negative and positive) to wildlife and fisheries on or near the sale. Describe mitigation measures. List any known endangered species that may use the area. Mention any correspondence with Idaho Fish and Game.

This document has been reviewed and approved by the Contract Supervisor. The specifics of this Management Plan will become part of the master contract for this project and will be used by the contractor in preparation of the following deliverables:

- Sale preparation
- Sale write-up and appraisal

Contractors Signature

Contract Supervisor Signature

Date: _____

Date: _____

IDAHO DEPARTMENT OF LANDS
FOREST PLANNING AND MANAGEMENT
CONTRACT NO. 33-08

WORK SUPPLEMENT
SALE PREPARATION

Project Name: Mooseville Town

Project Number: 41-124-500-08

Work required for on-the-ground sale preparation will be outlined in the Management Plan approved by the Contract Supervisor. The following sale layout guidelines and standards will be used.

GENERAL GUIDELINES

Paint Colors

Purple	Unit Boundary Line
Red	Section Line
Orange	Reserve Tree
Blue	Cut Tree
Pink Glo	Road Center Line
Black	Used to make marking corrections
Yellow	Stream Protection Zone

Ribbon/Flagging Colors

Red	Section Line
Purple	Unit Boundary Line
Pink Glo	Road Centerline
Orange	Message Ribbon (mark culvert locations, cruise plot centers, road work etc)
Blue	Cruise lines
Pink/Black Striped	Stream/Riparian Protection zone

TIMBER/CEDAR POLE MARKING

Marking of timber will be done according to the Management Plan completed by the Contractor. Inspection and acceptance of marking will be done using a 20 BAF variable plot. Plots will be installed at random. Acceptance will be based on a minimum of 1 plot for every 10 acres. A satisfactory level of 90% is required.

CRUISE STANDARDS

Standards are outlined in the Idaho Department of Lands Timber Management Manual. A standard error of plus or minus 10% with a standard deviation of 1 is the normal accuracy standard. Check plots will be installed at random by the State on a minimum of 10 percent of the cruise plots. The Contractor must use the IDL cruise program provided by the State.

Accuracy standards will be based on trees greater than 6.9 inches DBH. A cruising method approved by the Contract Supervisor will be used to measure the number of trees/acre between 4 and 6.9 inches DBH.

Defect will be recorded as the amount of the tree not useable for sawlog and the amount of the tree not useable for pulp or cedar products.

ROAD LAYOUT AND NOTATION (ROAD LOGS)

The contractor will create a road log for all roads requiring construction, reconstruction or opening work as noted in the transportation plan for this project. The contractor will use a Global Positioning System to create a line shape file and a point shape file showing the locations of roads, new and existing culverts and any major road work needed. All appropriate shape file points will be flagged on the ground showing the road log station number and the required work. All shape files will be compatible with the Department's Arc-view program. Data tables associated with shape files will be approved by the Contract Supervisor.

Contractor will use a road numbering system approved by the Contract Supervisor.

Centerlines of all new roads will be flagged and approved by the Contract Supervisor prior to painting of the centerlines. Road log station numbers will be painted at all culvert locations, road junctions and major work locations. Road numbers will be painted at all road junctions.

Roads will be placed at a spacing that is conducive to modern logging standards.

Road grades for all new construction will be run at a minimum of 2% and a maximum of 8 % sustained. Grades of up to 12% for distances up to 300' will be allowed, if necessary, to hit critical control points. When possible, road centerlines will be placed to allow for natural grade breaks (change in grade direction) at approximate intervals of 300'. Any deviations must be preapproved by the Contract Supervisor.

The estimated cost of construction, reconstruction and opening work will be appraised by the Contractor. Development cost must not exceed 33% of the gross sale value. Existing appraisal forms and methods used by the Department may be used. Other methods must be preapproved by the Contract Supervisor.

New roads will be constructed to a minimum running surface width of 14' and have a minimum of 4 turnouts per mile with a turnaround at the end. Road alignment must be conducive to hauling poles.

Drainage structures and other major improvements will be designed by the Contractor and will meet all FPA and SRBA requirements. Rolling dips shall be designed into all roads at a spacing of 300 to 400 feet.

A map showing final road locations and improvements (culverts, gates, surfacing, etc) will be provided to the State.

TIMBER SALE/UNIT BOUNDARY MARKING

Timber Sale and unit boundaries will be marked by painting three bands of paint facing into the unit at eye level. Shared unit boundaries will be painted on both sides of the tree. Sale name and unit numbers will be painted at each corner facing out to the road or away from the unit.

DELIVERABLES

Completed sale setup to include:

Draft Sale Map
Draft Development Map
Cruise Map with Plot Locations
Cruise Design
All Cruise Data and Field Notes
Arcview Shape Files
Complete Marking/Posting of Harvest Units
Complete Marking/Posting of New Road Centerlines & Reconstruction Sites
Complete Cruise Summary within Acceptable Standards
Draft Development Log with All Field Notes

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IDAHO DEPARTMENT OF LANDS
FOREST PLANNING AND MANAGEMENT
CONTRACT NO. 33-08

WORK SUPPLEMENT
SALE WRITE-UP AND APPRAISAL

Project Name: Mooseville Town

Project Number: 41-124-500-08

The contractor will be responsible for preparing the timber sale package. Examples of timber sale packages are available on the Department's Timber Sale website at: <https://apps.idl.idaho.gov/timbersale> . Forms not available at this website will be provided by the Supervisory Area.

Sale package write-up and appraisal procedures outlined in the Idaho Department of Lands Timber Management Manual will be followed.

Required Documents:

- Culvert List
- Development Cost Estimates
- Development Log
- Development Map
- Hazard Management Plan
- Hazard Map
- Logging Cost Estimates
- Pre-Sale Report
- Sale Appraisal, Estimated Volumes & Board Memo
- Sale Map(s)
- Proposed Special Terms of Sale
- Timber Sale Checklist
- Transmittal Memo
- Right-of-way Agreements (if applicable)
- Road use Permits (if applicable)
- Forest Practices Variance (if applicable)
- Stream Channel Alteration Permit (if applicable)
- Correspondence from any specialists, Idaho Department of Lands, Fish & Game, or other agencies and affected interests (if applicable)
- Site Specific SRBA Plans (if applicable)

Forms are available at the Department of Lands Area office. Electronic documents use Microsoft Excel and Word 2007. Maps need to be compatible with the Department's Geographic Information System.

Deliverables

Completed sale package

- Complete paper copy
- Complete electronic copy

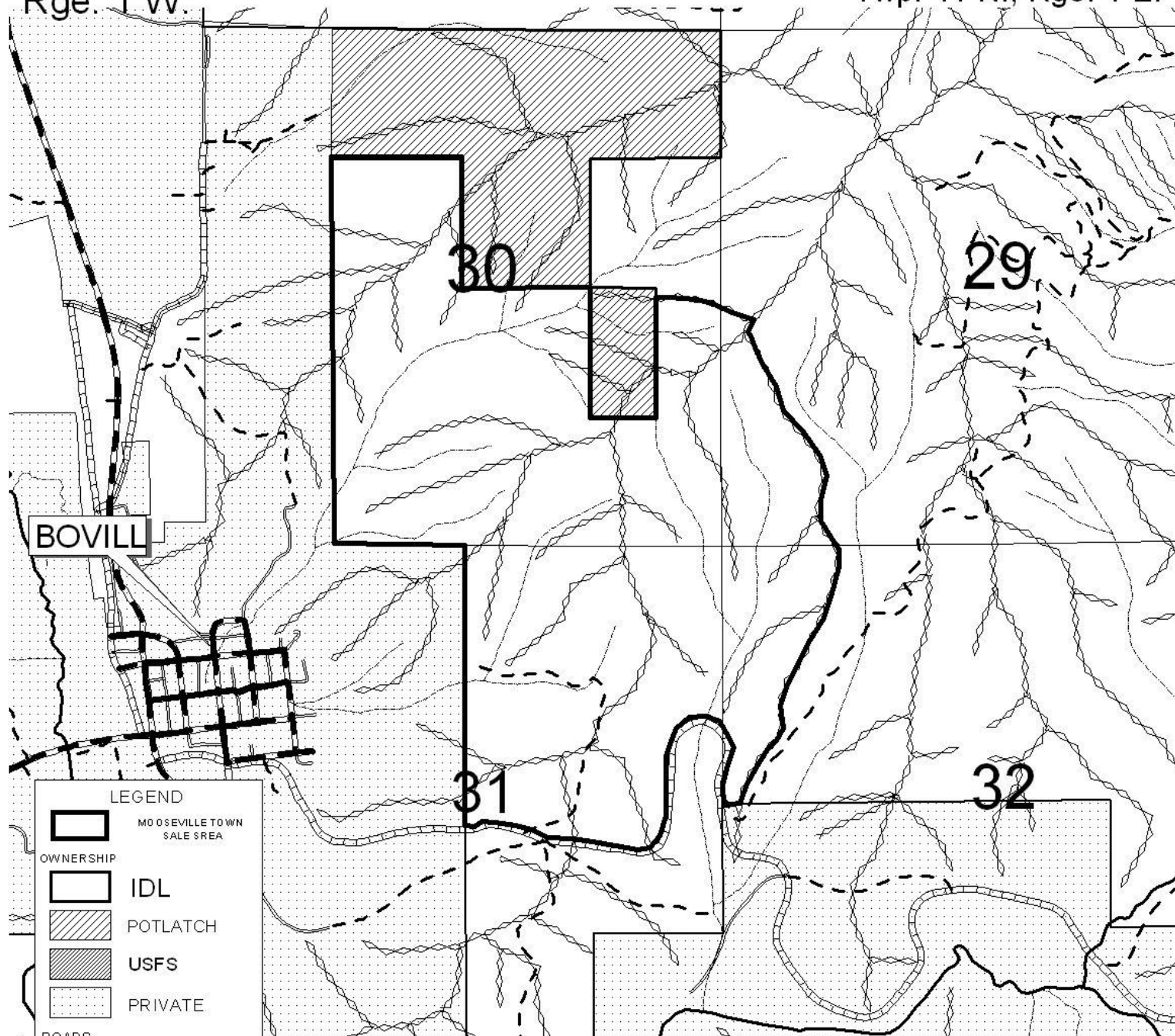
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"Mooseville Town"

Bovill Unit

Twp. 41 N.;
Rge. 1 W.

Twp. 41 N.; Rge. 1 E.



LEGEND

MOOSEVILLE TOWN SALE AREA

OWNERSHIP

- IDL
- POTLATCH
- USFS
- PRIVATE

ROADS

- PAVED
- PRIMARY
- SECONDARY
- SPUR

STREAMS

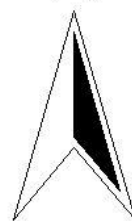
- Class 1
- Class 2

RIDGES

SCALE

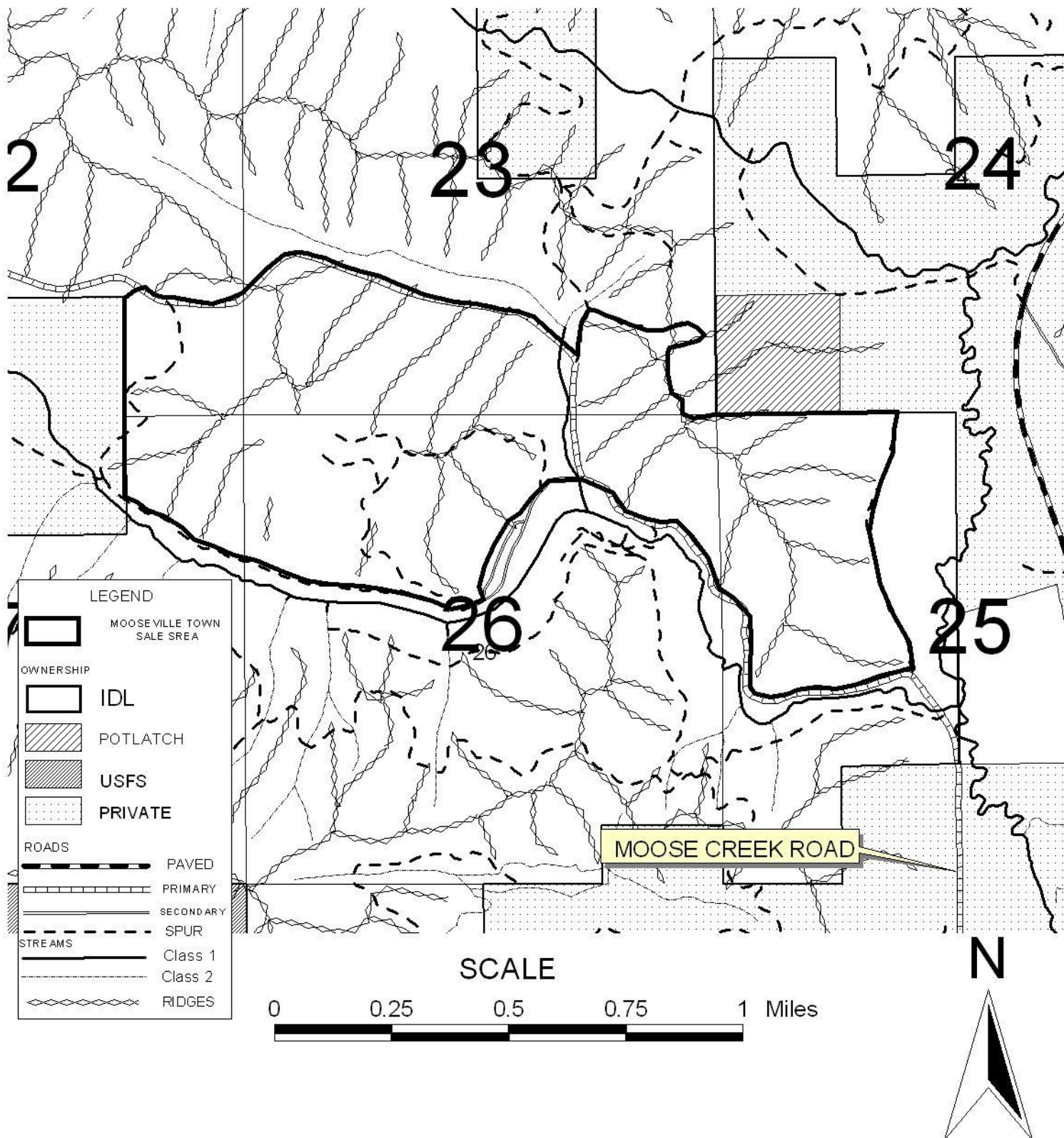
0 0.25 0.5 0.75 1 Miles

N



"Mooseville Town" Moose Creek Unit

Twp. 41 N.: Rge. 1 W.



"Mooseville Town" Vicinity Map

